

June 18, 2009

United States Bankruptcy Court – Southern District of New York
One Bowling Green
New York, NY 10004-1408

Attn: Honorable Judge Robert D. Drain

Ref: Delphi Corp Case 05-44481 filed October 8, 2005
June 1, 2009 Master Disposition Agreement
Article 9.5.11 (Cessation of Severance Payments)

Dear Judge Drain:

This letter is to express my objection with the proposed termination of severance entitlements upon Delphi's closing date as stated in Article 9.5.11 of the June 1, 2009 Master Disposition Agreement. I respectfully submit to your court this **OBJECTION** to the proposed severance termination, and file it as a motion to object to the June 1, 2009 MDA and specifically, Article 9.5.11.

I elected to voluntarily retire from Delphi, effective February 1, 2009 for several reasons and influencing factors, which certainly included the Retirement benefits and severance policy commitments in effect at the time. Obviously, the post-retirement landscape has changed significantly for Delphi salaried retirees since Feb 1, 2009, which I disagree with, but do realize that the OPEB health care and life insurance benefits and Salaried Pension were pre-petition benefit policies provided by Delphi that can be altered.

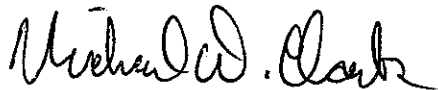
However, I strongly object to the termination of the obligations stated in the contractual agreement (Delphi Corporation Separation Allowance Plan Release of Claims), which I signed on December 10, 2008. This contractual agreement between Delphi and me clearly states the separation pay which I am eligible for, "to be paid in 24 semi-monthly installments commencing on February 15, 2009". In consideration for receiving this allowance, I waived certain rights, which I am adhering to.

The wording of this contractual agreement was last revised in October 2008 per the document, and the document was signed, with my specific separation entitlement shown, demonstrating agreement between Delphi and me, on December 10, 2008. This is a signed, enforceable contract liability which clearly was entered into during Delphi bankruptcy proceedings. Separation allowance, per the Plan Release of Claims, is not a pre-petition Delphi-provided benefit, which can be revoked, as we have seen to be the case with the OPEB health care and life insurance benefits, and

likely very soon, with the Salaried Pension program transfer to PBGC. Rather, the separation payment entitlement was provided, and agreed to, in exchange for my waiver of certain rights and claims against the Corporation. The signed Separation Allowance Plan Release of Claims is a valid, legal and binding contract, which I will continue to adhere to, and I would expect the Corporation to honor as well.

I ask that the Bankruptcy Court give strong consideration to rejecting the Severance Termination as proposed in Article 9.5.11 of the Master Disposition Agreement dated June 1, 2009.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael D. Clark". The signature is fluid and cursive, with the first name "Michael" and last name "Clark" being clearly distinguishable.

Michael D. Clark
1072 Little Sugarcreek Road
Dayton, OH 45440
E-mail: mclark68442@aol.com